

EXHIBIT A

**CHICAGO REGIONAL COUNCIL
OF CARPENTERS**

UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA

COMMERCIAL AREA AGREEMENT

**COOK, LAKE AND DUPAGE COUNTIES,
IN ILLINOIS**

2005 - 2008

CONSTRUCTION DIVISION

OFFICES

12 East Erie Street

Chicago, Illinois 60611

Telephone (312) 787-3076

for the work which comes under the specialty branch of the trade for which he is indentured as stated herein.

ARTICLE XVIII SETTLEMENT OF DISPUTES

18.1 Except as provided in Sections 12, 13, 14, 15, 27, 28, 34, 35, 36 and 37, any dispute concerning the proper interpretation and application of this Agreement shall be handled in the first instance by a meeting between a representative of the UNION and the EMPLOYER within seven (7) days after the dispute has been initiated. In the event the dispute involves an issue concerning wages or other issues wherein the UNION must have information or documents in order to proceed, the EMPLOYER must provide such requested information within three (3) days of a written request. Failure of the EMPLOYER to timely provide such information shall be deemed an admission of the UNION or Employee's claim. This limitation period will only be extended by mutual agreement between the UNION and the EMPLOYER. Disputes must be raised within thirty (30) days of the date the Employee or the EMPLOYER become aware of the event, giving rise to the dispute. However, the UNION may file a grievance under this provision for a violation of the collective bargaining agreement within thirty (30) days of a representative of the UNION first being made aware of the alleged violation. A representative of the UNION is defined as any elected Regional Council officer or any appointed Business Representative.

18.2 In the event that the dispute is not resolved within seven (7) calendar days after the parties' first meeting, the matter shall be referred to the Permanent Arbitration Board ("PAB") in writing by the grieving party within seven (7) calendar days after the expiration of the seven (7) calendar day period. This limitation period will only be extended by mutual written agreement between the UNION and the EMPLOYER.

18.3 The arbitration hearing shall begin not later than fourteen (14) days after the date of referral to arbitration. Upon completion of the arbitration hearing, the parties may elect to submit written briefs to the Arbitrator no later than seven (7) calendar days after the close of the arbitration hearing. The

Arbitrator shall issue a written decision and findings fourteen (14) calendar days after the completion of the arbitration hearing unless the Arbitrator requests written briefs from the parties, in which the time for the Arbitrator's decision shall be twenty-one (21) calendar days after the completion of the hearing. This limitation period may only be extended by mutual written agreement of the UNION and EMPLOYER.

18.4 The PAB shall consist of the following five Arbitrators mutually agreed upon between the UNION and the EMPLOYER Association:

Steven Briggs
Neil Gunderman
Lisa Salkovitz-Kohn
Robert McAllister
Donald Peterson

In the event that any designated Arbitrator shall be unable, or unwilling to act on the PAB, the UNION and EMPLOYER Association shall mutually agree and designate a substitute. The grievance shall be sent to the Arbitrators in rotation, each grievance being submitted to the next arbitrator on the list following the one to whom the most recently submitted grievance has been sent. Upon submission of the grievance, the Arbitrator shall be requested to advise both parties promptly as to his earliest available hearing date or dates. If an Arbitrator to whom a submission has been made shall be unable to offer a hearing date earlier than fourteen (14) calendar days from the date of delivery of the letter of submittal of a grievance, then unless the parties agree otherwise, such grievance shall be sent to the next arbitrator in the rotational sequence. If no Arbitrator on the list is able to meet the fourteen (14) calendar day deadline, then unless the parties agree otherwise, submission shall be submitted to the listed Arbitrator with the earliest available hearing date. The expense of the Arbitrator shall be shared by the parties in equal proportions. The decision of the Arbitrator shall be final and binding upon both parties. The Arbitrator shall have no authority to add to, subtract from or modify, any provision of this Agreement. There shall be no strikes, slow downs or

EMPLOYER shall contribute \$0.02 cents per hour for each hour worked for the EMPLOYER by those of his Employees covered by this Agreement.

The collection of amounts due under this Article shall not be subject to the Settlement of Disputes procedures established in Article XVIII.

ARTICLE XXXVI **SAVINGS CLAUSE**

36.1 Should any part of or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequent enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof; provided, however, upon such invalidation the parties signatory hereto agree to immediately meet to renegotiate such parts or provisions affected.

36.2 All of the provisions contained in Articles I through XXI shall be and they are hereby made a part of Articles XXII through XXVI, except that if any of the provisions pertaining to the respective classifications, as set out in Articles XXII through XXVI are deemed to be inconsistent with any of the provisions of Articles XXII through XXVI shall apply, but only to the Employees referred to in Articles XXII through XXVI.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 1st day of June, 2005.

CHICAGO REGIONAL COUNCIL OF CARPENTERS.
Martin C. Umlauf, President/Executive Secretary Treasurer
Jeffrey Isaacson, First Vice President

BUILDERS' ASSOCIATION OF GREATER CHICAGO

LAKE COUNTY CONTRACTORS ASSOCIATION

ILLINOIS ROAD BUILDERS ASSOCIATION

UNDERGROUND CONTRACTORS ASSOCIATION
By: MID-AMERICA REGIONAL BARGAINING
ASSOCIATION
Their Collective Bargaining Agent:

Paul Hellerman, President

EXHIBIT B

DONALD J. PETERSEN

LABOR ARBITRATOR
21 MONTANA DEL SOL
PLACITAS, NM 87043

—
(505) 771-8580
FAX (505) 771-8288

January 7, 2008

Amy Epton, Esq.
Whitfield, McGann & Ketterman
111 E. Wacker Drive, Suite 2600
Chicago, IL 60601

Via facsimile

Re: A&E Contracting, Inc. and Chicago Regional Council of Carpenters
[Agreed Motion for Entry of an Arbitration Award]

Dear Ms. Epton:

As you know an Agreed Motion for the Entry of an Arbitration Award was entered into with you representing the Carpenters and Mr. Vito LoVerde representing the Employer, in November of 2007. I concurred with the terms of the parties' agreement.

The agreed upon award included payments for wages and benefits owed to several Carpenter members. These member included: David Bachman, \$1,208.64 [wages]; Larry Carroll, \$1,208.64 [wages]; Gary Conner, \$2,794.98 [wages]; Lawrence Noga, \$270.05 [wages]; and Eric Stolfa, \$441.90 [wages]. Benefit compensation owed to these members are as follows: David Bachman, \$528.00; Larry Carroll, \$528.00; Gary Conner, \$1,221.00; Lawrence Noga, \$181.50; and Eric Stolfa, \$297.00.

Sincerely,



Donald J. Petersen
Labor Arbitrator